

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.



TIFFANY & BOSCO
P.A.

Dated: December 18, 2009

**2525 EAST CAMELBACK ROAD
SUITE 300
PHOENIX, ARIZONA 85016
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SARAH S. CURLEY
U.S. Bankruptcy Judge

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09-28736/0004973264

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Christopher Keith Michael
Debtor.

PNC Mortgage, a division of PNC Bank, NA, fka
National City Mortgage Co.

Movant,

vs.

Christopher Keith Michael, Debtor, David A.
Birdsell, Trustee.

Respondents.

No. 2:09-BK-28787-SSC

Chapter 7

ORDER

(Related to Docket #13)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated December 12, 2006 and recorded in the office of
3 the Maricopa County Recorder wherein PNC Mortgage, a division of PNC Bank, NA, fka National City
4 Mortgage Co. is the current beneficiary and Christopher Keith Michael has an interest in, further
5 described as:

6 Parcel NO.1:

7 That portion of the Southwest quarter of Section Seventeen (17), Township Two (2)
8 South, Range Seven (7) East of the Gila and Salt River Base and Meridian, Maricopa
9 County, Arizona, described as follows:

10 The West 309.42 feet of the North 727 feet of the following described property:

11 That portion of Lot Nine (9), AMENDED RESULTS OF SURVEY, SUN VALLEY FARMS
12 UNIT III,

13 according to Book 198 of Maps, page 30, records of Maricopa County, Arizona, more
14 particularly described as follows;

15 Beginning at the Northwest corner of said Lot 9, thence North 89 degrees 57 minutes
16 22 seconds East a distance of 619.94 feet to the Northwest corner of the property
17 described in Deed recorded August 29, 1995 in Document No. 95-0518947; thence South
18 00 degrees 41 minutes 07 seconds East along the West line of said property, a
19 distance of 1371.40 feet to a point on the South line of said Lot 9; thence South 89
20 degrees 52 minutes 25 seconds West along said South line, a distance of 615.57 feet
21 to the Southwest corner of said Lot 9; thence North 00 degrees 52 minutes 06 seconds
22 West along the West line of said Lot 9, a distance of 1372.35 feet to the TRUE POINT
23 OF BEGINNING.

24 Except the North 176 feet thereof, and

25 Except the South 352 feet thereof.

26 parcel No.2:

An easement for ingress, egress, irrigation and public utilities over the following
described property:

That portion of the Southwest quarter of Section Seventeen (17), Township Two (2)
South, Range Seven (7) East of the Gila and Salt River Base and Meridian, Maricopa
County, Arizona, described as follows:

A strip of land 30 feet in width, the center line of which is the southerly
prolongation of the East line of Parcel NO. 1 above.

parcel No.3:

An Easement for ingress, egress and public utilities over the East 15 ,f of the
following described property:

That portion of the Southwest quarter of Section 17, Township 2 South, Range 7 East
of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as
follows:

The West 309.42 feet of the North 727 feet of the following described property:

That portion of Lot 9, Amended Results of Survey, Sun Valley Farms Unit III,
according to Book 198 of Maps, page 3D, records of Maricopa County, Arizona, more
particularly described as follows:

Beginning at the Northwest corner of said Lot 9;

Thence North 89 degrees 57 minutes 22 seconds East a distance of 619.94 feet to the
Northwest corner of the property described in Deed recorded August 29, 1995 in
Document No. 95-0518947;

Thence South 00 degrees 41 minutes 07 seconds East along the West line of said
property, a distance of 1371.40 feet to a point on the South line of said Lot 9;

1 Thence South 89 degrees 52 minutes 25 seconds West along said South line, a distance
2 of 615.57 feet to the Southwest corner of said Lot 9;

3 Thence North 00 degrees 52 minutes 06 seconds West along the West line of said Lot
4 9, a distance of 1372.35 feet to the True Point of Beginning;

5 Except the North 176.00 feet and the South 352 feet
6 Parcel NO.4:

7 An easement for ingress, egress and public utilities over the West 15 feet of the
8 following described property:

9 That portion of the Southwest quarter of Section 17, Township 2 South, Range 7 East
10 of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as
11 follows:

12 The North 727 feet of the following described property:

13 That portion of Lot 9, Amended Results of Survey, Sun Valley Farms Unit III,
14 according to Book 198 of Maps, page 3D, records of Maricopa County, Arizona, more
15 particularly described as follows:

16 Beginning at the Northwest corner of said Lot 9;

17 Thence North 89 degrees 57 minutes 22 seconds East a distance of 619.94 feet to the
18 Northwest corner of the property described in Deed recorded August 29, 1995 in
19 Document No. 95-0518947;

20 Thence South 00 degrees 41 minutes 07 seconds East along the West line of said
21 property, a distance of 1371.40 feet to a point on the South line of said Lot 9;

22 Thence South 89 degrees 52 minutes 25 seconds West along said South line, a distance
23 of 615.57 feet to the Southwest corner of said Lot 9;

24 Thence North 00 degrees 52 minutes 06 seconds West along the West line of said Lot
25 9, a distance of 1372.35 feet to the True Point of Beginning;

26 Except the West 309.42 feet of said 727 feet.

IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against
Debtor if Debtors personal liability is discharged in this bankruptcy case.

IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
to which the Debtor may convert.

DATED this ____ day of _____, 2009.

JUDGE OF THE U.S. BANKRUPTCY COURT